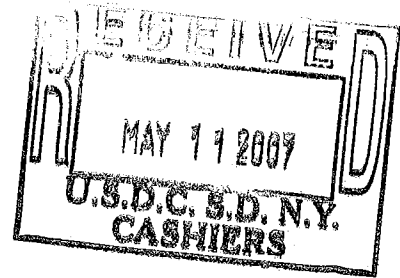


# Exhibit B

Duval & Stachenfeld LLP  
Attorneys for Plaintiff  
By: Allan N. Taffet, Esq. (AT-5181)  
Joshua C. Klein, Esq. (JK-4558)  
300 East 42<sup>nd</sup> Street  
New York, New York 10017  
Tel. No.: (212) 883-1700

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



----- X  
DLJ MORTGAGE CAPITAL, INC.,

Plaintiff,

-against-

SEA BREEZE FINANCIAL SERVICES, INC.,

Defendant.  
----- X

**JUDGE CASTEL**  
**COMPLAINT**

07 Civ. **07 CIV 3747**

ECF CASE (PKC) (KNF)

Plaintiff DLJ Mortgage Capital, Inc. (hereinafter "DLJMC" or "plaintiff"), by its attorneys, Duval & Stachenfeld LLP, for its complaint against defendant Sea Breeze Financial Services, Inc. ("Sea Breeze" or "Defendant"), alleges as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over all claims based on diversity of citizenship pursuant to 28 U.S.C. § 1332. Plaintiff DLJMC is a Delaware corporation with its principal place of business in New York. Upon information and belief, Sea Breeze is a California corporation with its principal place of business in California. The matter in controversy exceeds \$75,000.00, exclusive of interest and costs.

2. Venue is proper pursuant to 28 U.S.C. § 1391(a).

### **THE PARTIES**

3. Plaintiff DLJMC is a corporation organized and existing under the laws of the state of Delaware. DLJMC is a purchaser of mortgage loans and maintains its principal place of business in New York, New York.

4. Upon information and belief, defendant Sea Breeze is a corporation organized and existing under the laws of the state of California. Upon information and belief, Sea Breeze is a mortgage banker and maintains its principal place of business in Irvine, California.

### **FACTUAL ALLEGATIONS**

#### **Sea Breeze's Failure to Honor Its Obligations Under the Sea Breeze Purchase Agreements**

5. On November 1, 2001, DLJMC and Sea Breeze entered into a Seller's Purchase, Warranties and Interim Servicing Agreement (the "Original Purchase Agreement").

6. On April 1, 2005, DLJMC and Sea Breeze entered into an Amended and Restated Seller's Purchase, Warranties and Interim Servicing Agreement (the "Amended and Restated Purchase Agreement").

7. Under the Original Purchase Agreement and the Amended and Restated Purchase Agreement, Sea Breeze would originate and sell mortgage loans to DLJMC in accordance with the respective terms of each Purchase Agreement.

8. DLJMC has performed and completed all of the terms and conditions required of it by the Original Purchase Agreement and the Amended and Restated Purchase Agreement, (collectively, the "Sea Breeze Purchase Agreements").

9. As set forth below, Sea Breeze has breached the Sea Breeze Purchase Agreements in several respects, including, but not limited to: (a) failing to repurchase loans due to early payment defaults pursuant to Sections 3.05 of the Sea Breeze Purchase Agreements; and (b) failing to repurchase a loan arising out of breaches of the representations and warranties set forth in Sections 3.02 (a), (l) and (r) of the Sea Breeze Purchase Agreements.

10. Pursuant to Sections 3.05 of the Sea Breeze Purchase Agreements, entitled "Repurchase of Mortgage Loans with Early Payment Defaults," Sea Breeze agreed to repurchase from DLJMC certain mortgage loans as to which there occurred payment defaults within three months after the Closing Date (as defined in the Sea Breeze Purchase Agreements) for such Mortgage Loans. Sections 3.05 of the Sea Breeze Purchase Agreements specifically provide as follows:

If (a) a Mortgagor is thirty (30) days or more delinquent with respect to any of the first three (3) Monthly Payments due to [DLJMC] on the related Mortgage Loan immediately following the applicable Closing Date . . . [Sea Breeze], at [DLJMC's] option, shall promptly repurchase such Mortgage Loan from [DLJMC] within five (5) Business Days' of receipt of written notice from [DLJMC], in accordance with the procedures set forth in Sections 3.03 hereof, however, any such repurchase shall be made at the Repurchase Price.

11. Thus, the Sea Breeze Purchase Agreements expressly and unambiguously confer upon DLJMC the right to cause Sea Breeze to repurchase, and impose on Sea Breeze the obligation to repurchase, at the Repurchase Price, any Early Payment Default Loans as to which DLJMC requests repurchase.

12. In the event Sea Breeze were to breach any of the representations and warranties set forth in Sections 3.02 of the Sea Breeze Purchase Agreements, Sections 3.03 of the Sea Breeze Purchase Agreements provide, inter alia, that upon discovery of such a

breach by Sea Breeze or DLJMC that materially and adversely affects the value of the related Mortgage Loan or the interest of DLJMC in the related Mortgage Loan, the party discovering such breach shall give prompt written notice to the others. Further, Sea Breeze would have a period of sixty (60) days from the earlier of the breach's discovery or its receipt of notice of any such breach within which to correct or cure such breach. If such breach was not corrected or cured within the sixty (60) day period, Sea Breeze was obligated, at DLJMC's option, either to repurchase the Mortgage Loan at the Repurchase Price or substitute a Mortgage Loan for the Defective Mortgage Loan. See Sea Breeze Purchase Agreements, Sections 3.03.

13. Further, pursuant to Sections 8.01 of the Sea Breeze Purchase Agreements, Sea Breeze agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses that DLJMC may sustain in any way related to Sea Breeze's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Purchase Agreement. See Sea Breeze Purchase Agreements, Sections 8.01.

#### **The Hoang Loan**

14. On or about February 3, 2005, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Steve Hoang ("Hoang") in the original amount of \$279,244.00 (the "Hoang Loan"). The Hoang Loan is evidenced by a Note in connection with the real property located at 3734 Steeple Way, Perris, California 92570.

15. In February, 2005, Hoang failed to make the required monthly payment and became delinquent on the Hoang Loan.

16. On June 28, 2005, DLJMC requested that Sea Breeze repurchase the Hoang Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit A is a true and correct copy of DLJMC's June 28, 2005 repurchase request).

17. To date, Sea Breeze has failed and refused to repurchase the Hoang Loan from DLJMC.

#### **The Gutierrez Loan**

18. On or about March 14, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Tomas Gutierrez ("Gutierrez") in the original amount of \$107,800.00 (the "Gutierrez Loan"). The Gutierrez Loan is evidenced by a Note in connection with the real property located at 3041 Astoria Street, Corona, California 92879.

19. In April, 2006, Gutierrez failed to make the required monthly payment and became delinquent on the Gutierrez Loan.

20. On June 23, 2006, DLJMC requested that Sea Breeze repurchase the Gutierrez Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit B is a true and correct copy of DLJMC's June 23, 2006 repurchase request).

21. To date, Sea Breeze has failed and refused to repurchase the Gutierrez Loan from DLJMC.

#### **The Wilson Loan**

22. On or about April 17, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Jimmy Wilson ("Wilson") in the original amount of \$91,000.00 (the "Wilson Loan"). The Wilson Loan is

evidenced by a Note in connection with the real property located at 2503 West 78<sup>th</sup> Street, Inglewood, California 90305.

23. In June, 2006, Wilson failed to make the required monthly payment and became delinquent on the Wilson Loan.

24. On August 29, 2006, DLJMC requested that Sea Breeze repurchase the Wilson Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit C is a true and correct copy of DLJMC's August 29, 2006 repurchase request).

25. To date, Sea Breeze has failed and refused to repurchase the Wilson Loan from DLJMC.

#### **The Wasielewski Loan**

26. On or about May 19, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Andrew Wasielewski ("Wasielewski") in the original amount of \$163,000.00 (the "Wasielewski Loan"). The Wasielewski Loan is evidenced by a Note in connection with the real property located at 1040 Coast Boulevard South #302, La Jolla, CA 92037.

27. In August, 2006, Wasielewski failed to make the required monthly payment and became delinquent on the Wasielewski Loan.

28. On October 30, 2006, DLJMC requested that Sea Breeze repurchase the Wasielewski Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit D is a true and correct copy of DLJMC's October 30, 2006 repurchase request).

29. To date, Sea Breeze has failed and refused to repurchase the Wasielewski Loan from DLJMC.

**The Eberly Loan**

30. On or about June 20, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Tameka Eberly ("Eberly") in the original amount of \$90,000.00 (the "Eberly Loan"). The Eberly Loan is evidenced by a Note in connection with the real property located at 3493 Brockton Avenue, Riverside, California 92501.

31. In August and September, 2006, Eberly failed to make the required monthly payments and became delinquent on the Eberly Loan.

32. On January 26, 2007, DLJMC requested that Sea Breeze repurchase the Eberly Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit E is a true and correct copy of DLJMC's January 26, 2007 repurchase request).

33. To date, Sea Breeze has failed and refused to repurchase the Eberly Loan from DLJMC.

**The Gordon Loan**

34. On or about July 28, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Daniel Gordon ("Gordon") in the original amount of \$100,000.00 (the "Gordon Loan"). The Gordon Loan is evidenced by a Note in connection with the real property located at 10035 East Avenue 514, Little Rock, California 93543.

35. In September, 2006, Gordon failed to make the required monthly payment and became delinquent on the Gordon Loan.

36. On November 28, 2006, DLJMC requested that Sea Breeze repurchase the Gordon Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea



Breeze Purchase Agreements. (Attached hereto as Exhibit F is a true and correct copy of DLJMC's November 28, 2006 repurchase request).

37. To date, Sea Breeze has failed and refused to repurchase the Gordon Loan from DLJMC.

**The McConnochie Loan**

38. On or about July 28, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Craig McConnochie ("McConnochie") in the original amount of \$180,000.00 (the "McConnochie Loan"). The McConnochie Loan is evidenced by a Note in connection with the real property located at 1923 Seabreeze Street, Thousand Oaks, California 91320.

39. In October, 2006, McConnochie failed to make the required monthly payment and became delinquent on the McConnochie Loan.

40. On January 17, 2007, DLJMC requested that Sea Breeze repurchase the McConnochie Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit G is a true and correct copy of DLJMC's January 17, 2007 repurchase request).

41. To date, Sea Breeze has failed and refused to repurchase the McConnochie Loan from DLJMC.

**The Lagodimos Loan**

42. On or about November 30, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower John Lagodimos ("Lagodimos") in the original amount of \$121,500.00 (the "Lagodimos Loan"). The Lagodimos Loan is evidenced by a Note in connection with the real property located at 1994 White Oak Court, San Marcos, California 92078.

43. In December, 2006 and January, 2007, Lagodimos failed to make the required monthly payments and became delinquent on the Lagodimos Loan.

44. On February 27, 2007, DLJMC requested that Sea Breeze repurchase the Lagodimos Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit H is a true and correct copy of DLJMC's February 27, 2007 repurchase request).

45. To date, Sea Breeze has failed and refused to repurchase the Lagodimos Loan from DLJMC.

**The Rivera Loan**

46. On or about November 30, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Norma Rivera ("Rivera") in the original amount of \$92,000.00 (the "Rivera Loan"). The Rivera Loan is evidenced by a Note in connection with the real property located at 400 East 21<sup>st</sup> Street #C, Long Beach, California 90806.

47. In December, 2006 and January, 2007, Rivera failed to make the required monthly payments and became delinquent on the Rivera Loan.

48. On February 27, 2007, DLJMC requested that Sea Breeze repurchase the Rivera Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit H is a true and correct copy of DLJMC's February 27, 2007 repurchase request).

49. To date, Sea Breeze has failed and refused to repurchase the Rivera Loan from DLJMC.

**The Cadena Loan**

50. On or about November 30, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Manuel Cadena ("Cadena") in the original amount of \$105,000.00 (the "Cadena Loan"). The Cadena Loan is evidenced by a Note in connection with the real property located at 8944 Hornby Avenue, Whittier, California 90603.

51. In February, 2007, Cadena failed to make the required monthly payment and became delinquent on the Cadena Loan.

52. On April 26, 2007, DLJMC requested that Sea Breeze repurchase the Cadena Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit I is a true and correct copy of DLJMC's April 26, 2007 repurchase request).

53. To date, Sea Breeze has failed and refused to repurchase the Cadena Loan from DLJMC.

**The Le Blanc Loan**

54. On or about May 4, 2004, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Sandra Le Blanc ("Le Blanc") in the original amount of \$73,500.00 (the "Le Blanc Loan"). The Le Blanc Loan is evidenced by a Note in connection with the real property located at 3260 Corona Avenue, Norco, California 92860.

55. On December 28, 2006, DLJMC requested that Sea Breeze repurchase the Le Blanc Loan from DLJMC due to a default under Sections 3.02 (a), (l) and (r) of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit J is a true and correct copy of DLJMC's December 28, 2006 repurchase request).

56. To date, Sea Breeze has failed and refused to repurchase the Le Blanc Loan from DLJMC.

**The Monroe Loan**

57. On or about May 27, 2005, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Martin Monroe ("Monroe") in the original amount of \$44,000.00 (the "Monroe Loan"). The Monroe Loan is evidenced by a Note in connection with the real property located at 2270 South East 27<sup>th</sup> Terrace, Cape Coral, Florida 33904.

58. In August, 2005, Monroe failed to make the required monthly payment and became delinquent on the Monroe Loan.

59. On October 28, 2005, DLJMC requested that Sea Breeze repurchase the Monroe Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit K is a true and correct copy of DLJMC's October 28, 2005 repurchase request).

60. To date, Sea Breeze has failed and refused to repurchase the Monroe Loan from DLJMC.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract)**

61. Plaintiff DLJMC realleges paragraphs 1 through 60 of this complaint as if fully set forth herein.

62. Pursuant to Sections 2.01 of the Sea Breeze Purchase Agreements, Sea Breeze agreed to sell, and DLJMC agreed to purchase, the subject mortgage loans and the servicing rights related to those subject mortgage loans.

63. Pursuant to Sections 3.05 of the Sea Breeze Purchase Agreements, Sea Breeze agreed that “[i]f (a) a Mortgagor is thirty (30) days or more delinquent with respect to any of the first three (3) Monthly Payments due to [DLJMC] on the related Mortgage Loan immediately following the applicable Closing Date . . . . [Sea Breeze], at [DLJMC’s] option, shall promptly repurchase such Mortgage Loan from [DLJMC] within five (5) Business Days’ of receipt of written notice from [DLJMC][.]”

64. Additionally, pursuant to Sections 3.03 of the Sea Breeze Purchase Agreements, Sea Breeze agreed to correct or cure any breach under sections 3.02 within a period of sixty (60) days from the earlier of Sea Breeze’s discovery or its receipt of notice of such breach. If such breach was not corrected or cured within the sixty (60) day period, Sea Breeze was obligated, at DLJMC’s option, either to repurchase the Mortgage Loan at the Repurchase Price or substitute a Mortgage Loan for the Defective Mortgage Loan. See Sea Breeze Purchase Agreements, Sections 3.03.

65. DLJMC has requested that Sea Breeze repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan due to their respective violations of the Sea Breeze Purchase Agreements, as set forth in paragraphs 14 through 60 above. The amount due to repurchase these Loans, as of April 30, 2007, is \$1,512,814.66.

66. Sea Breeze has failed and refused to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan in violation of the terms of the Sea Breeze Purchase Agreements.

67. DLJMC has performed its obligations under the Sea Breeze Purchase Agreements.

68. As a direct, proximate and actual result of Sea Breeze's breach of its obligations to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan, DLJMC has suffered damages in an amount to be determined at trial, but which is not less than \$1,512,814.66 as of April 30, 2007.

**SECOND CLAIM FOR RELIEF**  
**(Unjust Enrichment)**

69. Plaintiff DLJMC realleges paragraphs 1 through 68 of this complaint as if fully set forth herein.

70. For each of the loans at issue, Sea Breeze received payment from DLJMC when it purchased the loans.

71. Sea Breeze now has wrongfully refused to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan, causing DLJMC to lose the use of those moneys due and owing, and requiring DLJMC to incur attorneys' fees to recover these costs due under the Sea Breeze Purchase Agreements. It would be unjust and inequitable to allow Sea Breeze to benefit in this manner.

72. By reason of the foregoing, Sea Breeze has been unjustly enriched at the expense of DLJMC, and DLJMC has suffered damages in an amount to be established at trial.

**THIRD CLAIM FOR RELIEF**  
**(Indemnification – Legal Fees and Related Costs)**

73. Plaintiff DLJMC realleges paragraphs 1 through 72 of this complaint as if fully set forth herein.

74. Pursuant to Sections 8.01 of the Sea Breeze Purchase Agreements, Sea Breeze agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DLJMC may sustain in any way related to Sea Breeze's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Sea Breeze Purchase Agreements. See Sea Breeze Purchase Agreements, Sections 8.01.

75. Sea Breeze's indemnification obligation expressly includes the legal fees and related costs and any other costs, fees and expenses that DLJMC may sustain in connection with Sea Breeze's failure to observe and perform its obligation to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan, including, but not limited to, the attorneys' fees and other expenses incurred in this action.

76. Sea Breeze is therefore liable to DLJMC for all of DLJMC's legal fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in connection with Sea Breeze's failure to observe and perform its obligation to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan.

**PRAYER FOR RELIEF**

WHEREFORE, plaintiff DLJMC respectfully requests judgment against Sea Breeze as follows:

- A. Ordering Sea Breeze to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan for the amount of \$1,512,814.66 as of April 30, 2007, plus interest;
- B. Awarding DLJMC its attorneys' fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in this action in connection with Sea Breeze's failure to observe and perform its obligations to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan; and
- C. Granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
May 11, 2007

Duval & Stachenfeld LLP  
Attorneys for Plaintiff  
DLJ Mortgage Capital, Inc.

By: \_\_\_\_\_

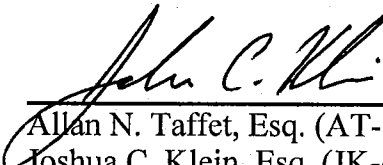
  
Allan N. Taffet, Esq. (AT-5181)  
Joshua C. Klein, Esq. (JK-4558)  
300 East 42<sup>nd</sup> Street  
New York, New York 10017  
Tel. No.: (212) 883-1700



Exhibit A



# Credit Suisse First Boston LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 323-2000

## By Overnight Courier

June 28, 2005

Mr. Leonard Hamilton  
SEA BREEZE FINANCIAL SERVICES  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of November 01, 2001 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and SEA BREEZE FINANCIAL SERVICES (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$287,900.71. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B includes borrower pay histories and Collection notes to assist you.

Accordingly, please wire the above funds on July 08, 2005 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: SEA BREEZE FINANCIAL SERVICES

For a repurchase date after the above date, please increase the amount due DLJMC by \$39.75 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

The attached schedule details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

If have any questions or if you should require any additional information, please contact the Client Management Group at 212-325-7663 or [client.management@csfb.com](mailto:client.management@csfb.com).

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files or if you should require any additional information.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Rick Hahn

cc: - Julia Kim

DLJ Mortgage Capital, INC.  
C/O Credit Suisse First Boston LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10016-3629

Purchaser: **SEA BREEZE FINANCIAL SERVICES**

Issue Date: N/A - Actual  
Settlement Date:

July 8, 2005

DLJMC Loan #	Service Loan #	Prior Loan #	Seller Loan #	Name	Settlement Date	Service Date	As of Date	Balance	Next Due Date	Note Rate	Daily Interest	Days Interest To Repurchase	Total Interest	Repurchase Price	Repurchase of Premium	Total Due DLJMC Loan Status	Reason For Repurchase
500K3942	1205155738	7251903	R04420	HOANG	02/05/05	FAIRBANK	05/31/05	\$279,244.00	02/01/05	5.1250	\$39.75	187	\$7,433.80	100.4379	\$1,222.81	\$287,500.71	90 days late for Fee

\$279,244.00

\$39.75

\$7,433.80

\$1,222.81

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$287,500.71

The following are DLJ Mortgage Capital, Inc. wiring instructions:  
Cibank NYC  
ABA: 021-000-038  
AAC: 3048906  
AAC: DLJ Mortgage Capital, Inc.  
Reference: SEA BREEZE FINANCIAL SERVICES  
Attn: Rick Hahn

In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the loan service fee outstanding corporate and escrow addresses related to the loans at the time of the servicing transfer.

Per DLJMC for repurchase after settlement date: \$39.75

Exhibit B

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

June 23, 2006

Mr. Leonard Hamilton  
Sea Breeze Financial Services  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$112,659.61. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on June 30, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$36.31 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner  
cc: - Phyllis Raessner

DLJ Mortgage Capital, Inc.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3629

Purchaser: Sea Breeze Financial Services  
Issue Date: N/A - Actual  
Settlement Date: June 30, 2005

DLJMC Loan #	Service Loan #	Prior Service Loan #	Seller Loan #	Name	Settlement Date	Service Loan #	As of Date	Balance	Next Due Date	Notes Rate	Daily Interest	Days Interest To Repurchase	Total Interest	Repurchase Price	Recapture of Premium	Total Due DLJMC Loan Status	Reason For Repurchase
40778693	123648		WSP06334	GUTIERREZ	06/14/05	WILLSHR	05/31/05	\$107,800.00	04/11/05	12.750	\$36.31	119	\$4,320.61	100.0000	\$339.00	\$112,659.61	60 Days Late for Apr

\$107,800.00

\$36.31

\$4,320.61

\$339.00

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$112,659.61

The following are DLJ Mortgage Capital, Inc. acting as servicer:  
Citibank, NYC  
ABA #: 021-000-489  
A/C # 30489038  
A/C: DLJ Mortgage Capital, Inc.  
Reference: Sea Breeze Financial Services  
Attn: Rick Helm

In addition to the foregoing, please note that you, the Purchaser, shall be responsible to reimburse the loan servicer for outstanding expenses and service advances related to the loans at the time of the servicing transfer.





# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

August 29, 2006

Mr. Leonard Hamilton  
Sea Breeze Financial Services  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$95,065.94. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on September 06, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$31.26 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: — Olivia Hafner  
cc: — Phyllis Raessner

DLJ Mortgage Capital, Inc.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3629

Purchaser: **Sea breeze Financial Services**  
Issue Date: **N/A - Actual**  
Settlement Date: **September 6, 2006**

DLJMC Loan #	Service Loan #	Prior Service Loan #	Settlement Date	Service	As of Date	Balance	Next Due Date	Rate Date	Daily Interest	Days to Repurchase	Total Interest	Repurchase Price	Repurchase Premium	Total Due DLJMC Loan Status	Reason For Repurchase				
40760612	947351	217960	WS0106942	WILSON	04/17/06	F4780K	07/01/06	\$50,851.85	06/01/06	12.3750	\$31.26	125	\$3,398.09	100.2285	\$266.01	\$96,065.94	60 Days Late for Jun		
															\$30,251.85	\$17.26	\$1,506.78	\$26.57	\$25.31

The following are DLJ Mortgage Capital, Inc. wiring instructions:  
CitiBank, NYC  
ABA #: 021-000-489  
Account # 10465028  
Account Name DLJ Mortgage Capital, Inc.  
Reference Sea Breeze Financial Services  
Attn: Rick Hahn

In addition to the foregoing, please note that you may Repurchase (1) any amount of the outstanding principal and accrued interest (including any premium) at the time of the scheduled payment.

Per Bism for repurchase after settlement date: \$31.26

Exhibit D

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

October 30, 2006

Mr. Leonard Hamilton  
Sea Breeze Financial Services  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$170,003.63. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on November 06, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$55.44 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: – Olivia Hafner  
cc: – Phyllis Raessner

DLJ Mortgage Capital, INC.  
 C/O Credit Suisse Securities (USA) LLC  
 Eleven Madison Avenue - 4th Floor  
 New York, NY 10010-3629

Purchaser: Sea Breeze Financial Services

Issue Date: N/A - Actual  
 Settlement Date:

November 6, 2006

DLJMC Loan #	Service Loan #	Prior Service Loan #	Seller Loan #	Name	Settlement Date	Service Number	As of Date	Balance	Next Due Date	Note Rate	Daily Interest	Days To Repurchase	Total Interest	Repurchase Price	Repurchase of Premium	Total Due DLJMC	Loan Status	Reason For Repurchase
40776438	9443613		W60106868	WASIELEWSKI	05/19/06	FAIRBK	06/30/06	\$162,911.39	08/01/06	12.25%	\$56.44	125	\$6,829.39	100.1000	\$162.91	\$170,038.83		60 Days late for Aug
								\$162,911.39			\$56.44			\$6,829.39			\$170,291	

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$170,038.83

The following are DLJ Mortgage Capital, Inc. wiring instructions:  
 ABA: 0214003489  
 A/C: 30480038  
 A/C: DLJ Mortgage Capital, Inc.  
 Reference: Sea Breeze Financial Services  
 Attn: Rick Henn

In addition to this execution, please note that you (the Purchaser) shall be responsible to reimburse the loan servicer for outstanding deposits and service advances related to the loans at the time of the servicing transfer.





# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## **By Overnight Courier**

**January 26, 2007**

Mr. Leonard Hamilton  
Sea Breeze Financial Services  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## **RE: Repurchase of Mortgage Loans With Early Payment Defaults**

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$94,664.57. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on February 02, 2007 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$30.57 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: – Olivia Hafner  
cc: – Phyllis Raessner

DJL Mortgage Capital, INC.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3629

Purchaser: See Broeze Financial Services

Issue Date: M/A - Actual  
Settlement Date: February 2, 2007

DJL Loan #	Senior Loan #	Junior Loan #	Seller Loan #	Home	Settlement Date	Loan Position	Service	As of Date	Equated	Next Due Date	Rate	Days Interest to Interest	Total Interest	Repurchased Price	Recapital of Premium	Total Due DJL	Loan Status	Reason For Repurchase
40806410	6886738		WS390017	EBERLY	06/20/05	2	FARMK	1/29/06	\$89,942.40	11/07/06	12.2500	\$30.57	921 \$3,059.14	401,2800	\$1,123.00	\$94,064.57		30 Days Late for Aug & Sept

\$18,842.40

\$30.57

\$3,059.14

\$1,123.00

TOTAL DUE DJL MORTGAGE CAPITAL, INC.: \$94,064.57

The following are DJL Mortgage Capital, Inc. wiring instructions:  
CitiBank NYC  
Routing # 021000024  
Account # 10488003  
A/C: DJL Mortgage Capital, Inc.  
Reference: See Broeze Financial Services  
Attn: Peter Hahn

In addition to this wiring, please note that you (the Purchaser) shall be responsible to reimburse the loan servicer for all fees and expenses incurred and any other advances related to the loans at the time of the servicer transfer.

Per Deem (for repurchase after settlement date): \$30.57



# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## **By Overnight Courier**

**November 28, 2006**

Mr. Leonard Hamilton  
Sea Breeze Financial Services  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## **RE: Repurchase of Mortgage Loans With Early Payment Defaults**

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$105,578.53. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on December 05, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$34.71 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: – Olivia Hafner  
cc: – Phyllis Raessner

DLJ Mortgage Capital, Inc.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3629

Purchaser: Sent Breeze Financial Services

Issue Date: N/A - Actual  
Settlement Date: December 5, 2006

DLJ Loan #	Sender Loan #	Ref Loan #	Settle Loan #	Name	Settlement Date	Loan Position	Service	As of Date	Balance	Next Due Date	Note Rate	Daily Interest	Days Interest To Maturity	Total Interest	Repurchase Price	Repurchase Premium	Total Due DLJ Loan Status	Reason For Repurchase
40825903	9767062		W5909011	GOROON	072906	2	FAIRBK	10/31/06	\$89,674.41	08/01/05	12.5000	\$24.71	124	\$4,304.45	101.5000	\$1,269.67	\$104,578.53	60 Days Late for Settl

1 329,774.41 124.71 44,904.55 57,258.67

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$104,578.53

The following are DLJ Mortgage Capital, Inc. wiring instructions:  
Citibank NYC  
ABA: 021-000-088  
ACC: DLJ Mortgage Capital, Inc.  
New York, NY 10010-3629  
Attn: Rick Mann

In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the Seller for all costs and expenses incurred by the Seller in connection with the purchase of the Loan, including but not limited to the costs of the Seller's legal and accounting fees, and the costs of the Seller's due diligence and other expenses.





# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## **By Overnight Courier**

**January 17, 2007**

Mr. Leonard Hamilton  
Sea Breeze Financial Services  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## **RE: Repurchase of Mortgage Loans With Early Payment Defaults**

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$190,902.53. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on January 24, 2007 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$60.59 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner  
cc: - Phyllis Raessner

DLJ Mortgage Capital, INC.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3629

Purchaser: **Sea-Breeze Financial Services**

Issue Date: N/A - Actual  
Settlement Date:

January 24, 2007

DL/Loan #	Signature Loan #	Short Seller Loan #	Seller Loan #	Name	Sentiment Date	Loan Position	Service	As of Date	Bid/Ask	Next Due	Note Rate	Daily To Interest	Reg's Interest	Reg's Total	Requirement Pct	Requirement Premium	Total Due DL/Loan Status	Reason For Repurchase
408525906	9767370		WAS209039	3MOCONCOCHIE	07/28/06	2	FARBR	7/25/06	\$179,999.31	1087/06	12.1250	\$90.59	14Q	\$9,894.53	191.3000	\$2,339.69	\$199,902.53	90 Days Late for Oct

TOTAL DUE DLX MORTGAGE CAPITAL, INC:	- - \$150,902.53
--------------------------------------	------------------

The following are DJJ Mortgage Capital, Inc. wiring instructions:  
 Citibank NYC  
 ABA: 021-000-069  
 A/C # 10459338  
 A/C: DJJ Mortgage Capital, Inc.  
 Reference: Sea Breeze Financial Services  
 Attn: Rick Hahn

Per Diem (for repurchase after settlement date): \$50.55  
In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the loan servicer for outstanding corporate and escrow advances required for the loans at the time of the second transfer.

Exhibit H

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## **By Overnight Courier**

**February 27, 2007**

Mr. Leonard Hamilton  
Sea Breeze Financial Services  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## **RE: Repurchase of Mortgage Loans With Early Payment Defaults**

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$223,962.20. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on March 06, 2007 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$68.80 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner  
cc: - Phyllis Raessner

DJL Mortgage Capital, Inc.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3829

Purchaser: Sea Breeze Financial Services

Issue Date: N/A - Actual  
Settlement Date: March 5, 2007

OLMUC Loan #	Service Loan #	Prior Loan #	Settlement Date	Loan Position	Service	As of Date	Balance	Next Due Date	Next Due Rate	Days Interest	Total Interest	Reported Prepayment	Total Due OLMUC	Loan Status	Reason For Repurchase
41001158	1024085	WES2096003	11/29/06	2	FAIRBANK	01/31/07	\$121,200.00	12/01/06	12.6250	125	\$3,226.17	100.670	\$1,055.48	\$127,886.55	50 Days Late by Dec & 30 Days Late by Jan
41001160	1024084	WES2096051	11/29/06	2	FAIRBANK	01/31/07	\$82,200.00	12/01/06	10.2500	125	\$3,274.31	100.670	\$802.24	\$86,076.55	50 Days Late by Dec & 30 Days Late by Jan
							\$213,200.00				\$6,500.48		\$1,857.72		

The following are DJL Mortgage Capital, Inc. writing instructions:  
CitiBank NYC  
ABA: 021000088  
Account Number: 1024085  
ATC: DJL Mortgage Capital, Inc.  
Reference: Sea Breeze Financial Services  
Attn: Rick Kahan

TOTAL DUE DJL MORTGAGE CAPITAL, INC.: \$227,886.55  
Per Debit for repurchase after settlement date: \$68.48  
In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the lender as noted for  
incidental expenses and attorney's fees related to the loans at the time of the servicing transfer.



Exhibit I

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

April 26, 2007

Mr. Leonard Hamilton  
Sea Breeze Financial Services  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$109,220.86. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on May 03, 2007 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$36.80 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If you have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Shirley Stakemann

cc: - Olivia Hafner  
cc: - Phyllis Raessner

DLJ Mortgage Capital, Inc.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3629

Purchaser: Sea Breeze Financial Services

Issue Date: N/A - Actual  
Settlement Date: May 3, 2007

DLJMC Loan #	Servicer Loan #	Prior Servicer Loan #	Seller Loan #	Name	Settlement Date	Loan Position	Service	As of Date	Balance	Next Due Date	Rate	Rate Type	Daily Interest	Days Interest To Repurchase	Total Interest	Repurchase Price	Receipt of Premium	Total Due DLJMC	Loan Status	Reason For Repurchase
410051652	10240976		WBS9906050	CADENA	11/20/06	2	FARMK	03/61/07	\$104,520.80	03/04/07	12.6250		\$35.60	82	\$3,386.15	100.8720	\$914.51	\$109,220.86		EPD - Fed payment 30 days del.

\$104,520.80 \$3,386.15 \$914.51

The following are DLJ Mortgage Capital, Inc. wiring instructions:  
Citibank NYC  
ABA # 021000028  
ACC # 30489308  
DLJ Mortgage Capital, Inc.  
Reference: Sea Breeze Financial Services  
Attn: Rick Hahn

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$109,220.86  
Per Item (for repurchase after settlement date): \$35.60  
In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the loan servicer for outstanding corporate and interest advances related to the loans at the time of the servicing transfer.

Exhibit J

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

December 28, 2006

Mr. Leonard Hamilton  
Sea Breeze Financial Services  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

## RE: Representations and Warranties as to Individual Mortgage Loans

Dear Mr. Hamilton:

Pursuant to of the , dated as of January 01, 1850 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$88,227.21, for a breach of of the Agreement, detailed on the attached loan schedule.

Accordingly, please wire the above funds on January 29, 2007 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$18.57 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

The attached schedule details the computation of the amount due. Also enclosed are the following documents to assist you with your review:

1. Borrower pay history and collector comments from DLJMC's loan servicers
2. Servicer liquidation statements (if applicable)
3. DLJMC's Quality Control review results with supporting documentation

Questions regarding DLJMC's Quality Control review should be directed to:

Mr. Bertram Hill at:  
Credit Suisse Securities (USA) LLC,  
302 Carnegie Center,  
Princeton, NJ 08540  
or by telephone at (609) 627-5103  
or via e-mail at [bertram.hill@credit-suisse.com](mailto:bertram.hill@credit-suisse.com).

If you have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call me at (212) 538-1419 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,

DLJ Mortgage Capital, Inc.

By: Joseph L. Quarto  
Vice President

cc: Bertram Hill  
Olivia Hafner  
Phyllis Raessner

**DLJ Mortgage Capital, Inc.**  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3629

**Purchaser:** Sea Breeze Financial Services

Issue Date: N/A - Actual  
Settlement Date: 1/31

**January 29, 2007**

DJLMC Loan #	Sender Loan #	Subor Loan #	Name	Settlement Date	Item Position	Service As of Date	Balance	Next Due Date	Note Rate	Daily Interest	Days To Repayment	Total Interest	Repayment Including on First Premium	Total Due DJLMC Loan Status	Reason For Repayment		
500015869	4279322	CD0040720	LE BLANC	06/04/04	2	WILSHR	11/02/05	\$72,281.18	0.001165	9.2500	\$18.57	718	\$13,324.87	103,6125	\$2,611.16	\$98,227.21	Compliance, breach of Section 3.02 (a), (i) & (j) with regard to fraud and misrepresentation of borrower's income documentation (see attached DJLMC QC review). BFI
							\$72,281.18			\$18.57		\$13,324.87		\$2,611.16			

Compliance, breach of Section 3.02 (a), (f) & (i) with regard to fraud and misrepresentation of borrower's income & employment (see attached DLJMC QC review). BH

The Following are DLJ Mortgage Capital, Inc. writing instructions:

Citibank NYC  
 ABA : 021-060-069  
 A/C # 30489008  
 A/C: D/L Mortgage Capital, Inc.  
 Reference: Sea Breeze Financial Services  
 Attn: Rick Hahn

TOTAL DUE DU MORTGAGE CAPITAL, INC.: \$88,227,211

Per Diem (for repurchase after settlement date): -- \$1657

In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the loan servicer for  
outstanding corporate and mortgage advances related to the loans at the time of the servicing transfer.





# Credit Suisse First Boston LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## **By Overnight Courier**

October 28, 2005

Mr. Leonard Hamilton  
SEA BREEZE FINANCIAL SERVICES  
18191 Von Karman Ave, S-150  
Irvine, CA, 92612

RE: **Repurchase of Mortgage Loans With Early Payment Defaults**

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and SEA BREEZE FINANCIAL SERVICES (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$45,062.75. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on November 10, 2005 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: SEA BREEZE FINANCIAL SERVICES

For a repurchase date after the above date, please increase the amount due DLJMC by \$12.51 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@csfb.com](mailto:olivia.hafner@csfb.com).

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files or if you should require any additional information.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Rick Hahn

cc: - Susan Tobin

DLJ Mortgage Capital, Inc.  
 C/O Credit Suisse First Boston LLC  
 Eleven Madison Avenue - 4th Floor  
 New York, NY 10010-3629

Purchaser: **SEA BREEZE FINANCIAL SERVICES**

Issue Date: N/A - Actual  
 Settlement Date:

**November 10, 2005**

DLJMC Loan #	Service Loan #	First Loan #	Settlement Date	Service Date	As of Date	Balance	Next Due Date	Next Due	Days Interest	Total Interest	Repurchase Price	Repurchase of Premium	Total Due DLJMC	Loan Status	Reason For Repurchase
90000032	7878729	C0665742	06/27/05	FAIRBK	10/16/05	\$45,825.27	10/16/05	10,280	112.51	69	\$892.96	100.8250	\$274.53	\$45,062.75	30 days late by Aug NSF Checks

\$45,825.27

\$112.51

\$892.96

\$274.53

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: **\$45,062.75**

The following are DLJ Mortgage Capital, Inc. writing instructions:  
 Citibank NYC  
 ABA: 021-000-083  
 A/C: 30485048  
 DLJ Mortgage Capital, Inc.  
 Reference: SEA BREEZE FINANCIAL SERVICES  
 Attn: Rick Mohr

In addition to the foregoing, please note that you (the Purchaser) shall be responsible to contribute the loan service fee  
 substantially comparable and escrow accounts created by the bank at the time of the servicing transfer.

Per Item (iv) repurchase after settlement date: ... \$12.51